

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ENTERTAINMENT ONE UK LTD.,

PLAINTIFF,

V.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE NO.: 1:20-cv-06426

JUDGE ROBERT M. DOW, JR.

MAGISTRATE JUDGE JEFFERY T. GILBERT

DEFAULT JUDGMENT ORDER

This action, having been commenced by Entertainment One UK Ltd. (“eOne” or “Plaintiff”) against the Defendants identified in the attached Schedule A to the Complaint, and using the online marketplace accounts (also referred to as the “Defendant Internet Stores” or “Seller Aliases”), and eOne, having moved for entry of Default and Default Judgment against the Defendants identified in Schedule A to the Complaint, attached hereto, with the exception of certain Defendants¹ (collectively, the “Defaulting Defendants”);

This Court, having entered upon a showing by eOne, a Temporary Restraining Order and Preliminary Injunction against Defaulting Defendants, which included an asset restraining order;

eOne, having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and,

¹ eOne’s Motion for Entry of Default and Default Judgment does not apply to the following Defendants: BEST HOPE; MY SMART CHOICE; SunnyArtHouse; and Allen Vision.

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defaulting Defendants, since the Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. In the context of similar cases, “. . . a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In the present case, Plaintiff has presented screenshot evidence that each Defaulting Defendant Internet Store is reaching out to do business with Illinois residents, by operating one or more commercial, interactive Internet Stores, through which Illinois residents can and do purchase products using counterfeit versions of Plaintiff’s Trademarks and Copyrights (the “Counterfeit/Infringing Products”). See Docket No. 11, which includes screenshot evidence, confirming that each Defaulting Defendant Internet Store does stand ready, willing, and able to ship the counterfeit goods to customers in Illinois, and the goods of which bear infringing and/or counterfeit versions of the Peppa Pig Trademarks, U.S. Trademark Registration Nos. 4,872,348; 4,783,931; 3,663,706 and 3,506,452, and/or which bear versions or derivative content of the Peppa Pig Copyrights, identified in Exhibit 2 attached to the Amended Complaint: “Peppa Pig” (U.S. Copyright Registration No. VA 1-329-059), issued by the Register of Copyrights on August 19, 2005; “George Pig” (U.S. Copyright Registration No. VA 1-329-056), issued by the Register of Copyrights on August 19, 2005; “Mummy Pig” (U.S. Copyright Registration No. VA 1-329-058),

issued by the Register of Copyrights on August 19, 2005; and “Daddy Pig” (U.S. Copyright Registration No. 1-329-057), issued by the Register of Copyrights on August 19, 2005;

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.), and willful copyright infringement, pursuant to 17 U.S.C. § 504(c);.

IT IS HEREBY ORDERED that Entertainment One UK Ltd.’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default, and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Peppa Pig Trademarks and Copyrights, or any reproductions, counterfeit copies, or colorable imitations thereof, in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine eOne Product or not authorized by eOne to be sold in connection with the Peppa Pig Trademarks and Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine eOne Product or any other product produced by eOne, that is not eOne’s or not produced under the authorization, control or supervision of eOne and approved by eOne, for sale under the Peppa Pig Trademarks and Copyrights;

- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of eOne, or are sponsored by, approved by, or otherwise connected with eOne;
 - d. further infringing the Peppa Pig Trademarks and Copyrights and damaging eOne's goodwill;
 - e. otherwise competing unfairly with eOne in any manner;
 - f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for eOne, nor authorized by eOne to be sold or offered for sale, and which bear any of the Peppa Pig Trademarks and Copyrights, or any reproductions, counterfeit copies or colorable imitations thereof;
 - g. using, linking to, transferring, selling, exercising control over, or otherwise owning the online marketplace accounts, or any other domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and,
 - h. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Peppa Pig Trademarks and Copyrights, or any reproductions, counterfeit copies, or colorable imitations thereof, that is not a genuine eOne Product, or not authorized by eOne to be sold in connection with the Peppa Pig Trademarks and Copyrights.
2. Those in privity with Defaulting Defendants, and with actual notice of this Order, including any online marketplaces such as PayPal, Inc. ("PayPal"), ContextLogic, Inc. ("WISH"), eBay, Inc. ("eBay"), Amazon Payments, Inc. ("Amazon"), Etsy, Alipay US, Inc. ("Alipay"), iOffer and Alibaba Group Holding Ltd., Alipay.com Co., Ltd., and any related

Alibaba entities (collectively, “Alibaba”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the Peppa Pig Trademarks and Copyrights, including any accounts associated with the Defaulting Defendants listed on Schedule A, attached hereto;
 - b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Peppa Pig Trademarks and Copyrights; and
 - c. take all steps necessary to prevent links to the Seller Aliases identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Seller Aliases from any search index.
3. Pursuant to 15 U.S.C. § 1117(c)(2), eOne is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit Peppa Pig Trademarks on products sold through at least the Defendant Internet Stores.
 4. Pursuant to 17 U.S.C. § 504(c)(2), eOne is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful copyright infringement of the Peppa Pig Copyrights. The one hundred thousand dollar (\$100,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Schedule A to the Complaint.
 5. PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), eBay, Inc. (“eBay”), Amazon Payments, Inc. (“Amazon”), Etsy, and Alipay US, Inc. (“Alipay”), and any other online

marketplace or payment processor in privity with Defendants, shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts, or Defaulting Defendants' websites, identified on Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by eBay, PayPal, WISH, Amazon, Etsy, and Alipay, are hereby released to eOne as partial payment of the above-identified damages, and eBay, PayPal, WISH, Amazon, Etsy, and Alipay are ordered to release to eOne the amounts from Defaulting Defendants' eBay, PayPal, WISH, Amazon, Etsy, and Alipay accounts within ten (10) business days of receipt of this Order.
7. Until eOne has recovered full payment of monies owed to it by any Defaulting Defendant, eOne shall have the ongoing authority to serve this Order on eBay, PayPal, WISH, Amazon, Etsy, and Alipay in the event that any new eBay, PayPal, WISH, Amazon, Etsy, and Alipay accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, eBay, PayPal, WISH, Amazon, Etsy, and Alipay shall within two (2) business days:
 - a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts or Defaulting Defendants' websites, including, but not limited to, any eBay, PayPal, WISH, Amazon, Etsy, and Alipay accounts;
 - b. Restrain and enjoin such accounts or funds that are based internationally, from transferring or disposing of any money or other assets of Defaulting Defendants; and,

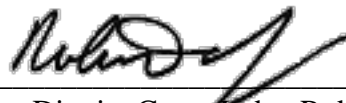
- c. Release all monies restrained in Defaulting Defendants' eBay, PayPal, WISH, Amazon, Etsy, and Alipay accounts to eOne, as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
 - d. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller Aliases shall disable and/or cease facilitating access to the Seller Aliases, including any other online marketplace accounts or seller alias names identified and/or being used and/or controlled by Defaulting Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiff's Peppa Pig Trademarks and Copyrights.
8. Until eOne has recovered full payment of monies owed to it by any Defaulting Defendant, eOne shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:
- a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts, or Defaulting Defendants' websites;
 - b. Restrain and enjoin such accounts from receiving, transferring, or disposing of any money or other assets of Defaulting Defendants; and,
 - c. Release all monies restrained in Defaulting Defendants' financial accounts to eOne, as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
 - d. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller Aliases shall disable and/or cease facilitating access to

the Seller Aliases, including any other online marketplace accounts or seller aliases identified and/or being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiff's Peppa Pig Trademarks and Copyrights.

9. In the event that eOne identifies any additional online marketplace accounts, domain names, third-party payment processors, and/or financial accounts owned by Defaulting Defendants, eOne may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses originally identified and served, and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The bond posted by Plaintiff in the amount of \$10,000.00 is hereby ordered released by the Clerk to Plaintiff or Plaintiff's counsel.

This is a Final Judgment.

Dated: January 21, 2021



United States District Court Judge Robert M. Dow, Jr.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
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ENTERTAINMENT ONE UK LTD.,

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v.

ANIME MOVIE 007 STORE STORE, ET AL.,

DEFENDANTS.

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MAGISTRATE JUDGE JEFFERY T. GILBERT

SCHEDULE A TO COMPLAINT

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	Anime Movie 007 Store Store	https://pawpatrol.aliexpress.com/store/3240095
2	Anime World 001 Store	https://www.aliexpress.com/store/4995101
3	BALLIUM CWX Store	https://balliumcwx.aliexpress.com/store/5261097
4	Camila Store	https://www.aliexpress.com/store/3800003
5	ChiYou Toy Store	https://www.aliexpress.com/store/3155045
6	HG Toy Store	https://www.aliexpress.com/store/5250257
7	IM Store	https://www.aliexpress.com/store/5800915
8	lovely_home	https://www.aliexpress.com/store/1946413
9	Lucky_w	https://www.aliexpress.com/store/1914051
10	Omgod Surprise Store	https://www.aliexpress.com/store/4836084
11	Shop5891602 Store	https://www.aliexpress.com/store/5891602
12	Time Machine Co.,Ltd	https://www.aliexpress.com/store/1951467
13	YUFU Store	https://www.aliexpress.com/store/5057122
14	EXCEPTION	
15	EXCEPTION	
16	DISMISSED	
17	DISMISSED	
18	DISMISSED	
19	EXCEPTION	
20	Newchinaroad	https://www.amazon.com/s?me=A28Y0GYL16EB5T
21	DISMISSED	
22	THE FACE	https://www.amazon.com/s?me=A1EBRKBR9CRPDX
23	yong_lek	https://www.bonanza.com/booths/yong_lek
24	AnnaAniko	https://www.bonanza.com/booths/AnnaAniko
25	noviefiebriyanti	https://www.bonanza.com/booths/noviefiebriyanti

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
26	XIANGWEI	https://www.bonanza.com/booths/zhaosixia
27	zinehome.shop	https://www.ebay.com/usr/zinehome.shop
28	applejpl	https://www.ebay.com/usr/applejpl
29	b-great.choice	https://www.ebay.com/usr/b-great.choice
30	bupyc-aba	https://www.ebay.com/usr/bupyc-aba
31	elliquidador1986	https://www.ebay.com/usr/elliquidador1986
32	hosa2738	https://www.ebay.com/usr/hosa2738
33	inbal.eitan	https://www.ebay.com/usr/inbal.eitan
34	katherine81shop	https://www.ebay.com/usr/katherine81shop
35	marwa.box	https://www.ebay.com/usr/marwa.box
36	monitorbest	https://www.ebay.com/usr/monitorbest
37	mumukeycap	https://www.ebay.com/usr/mumukeycap
38	sale4u-us	https://www.ebay.com/usr/sale4u-us
39	DISMISSED	
40	thi_6074	https://www.ebay.com/usr/thi_6074
41	DISMISSED	
42	yangoma0	https://www.ebay.com/usr/yangoma0
43	DISMISSED	
44	ArtSheepStore	https://www.etsy.com/shop/ArtSheepStore
45	ATONETIMEMM	https://www.etsy.com/shop/ATONETIMEMM
46	BabyMobilesWorld	https://www.etsy.com/shop/BabyMobilesWorld
47	BabySuppliesBoutique	https://www.etsy.com/shop/BabySuppliesBoutique
48	BacheloretteSashShop	https://www.etsy.com/shop/BacheloretteSashShop
49	BellaberriesByGloria	https://www.etsy.com/uk/shop/BellaberriesByGloria
50	BlueSkyArtDepot	https://www.etsy.com/shop/BlueSkyArtDepot
51	BusyToddlerActivity	https://www.etsy.com/shop/BusyToddlerActivity
52	CakefunDesign	https://www.etsy.com/shop/CakefunDesign
53	CathyDollArt	https://www.etsy.com/shop/CathyDollArt
54	Chirsarttimes	https://www.etsy.com/shop/Chirsarttimes
55	crafeltahandmade	https://www.etsy.com/shop/crafeltahandmade
56	CraftSakura	https://www.etsy.com/shop/CraftSakura
57	creamparlour	https://www.etsy.com/shop/creamparlour
58	CuteFabricsStore	https://www.etsy.com/shop/CuteFabricsStore
59	DConellnews	https://www.etsy.com/shop/DConellnews
60	eEGOist	https://www.etsy.com/shop/eEGOist
61	ElBoDreamTees	https://www.etsy.com/shop/ElBoDreamTees
62	embroiderypapa	https://www.etsy.com/shop/embroiderypapa
63	ExcelsiorArtShop	https://www.etsy.com/shop/ExcelsiorArtShop
64	GDpartysupplies	https://www.etsy.com/shop/GDpartysupplies
65	HappyKidZone	https://www.etsy.com/shop/HappyKidZone
66	heARTdesignDigital	https://www.etsy.com/shop/heARTdesignDigital
67	icikusize	https://www.etsy.com/shop/icikusize
68	KateMadeUS	https://www.etsy.com/shop/KateMadeUS
69	LunaBlancaShop	https://www.etsy.com/shop/LunaBlancaShop

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
70	DISMISSED	
71	Mamamarisu	https://www.etsy.com/shop/Mamamarisu
72	MIKOCITY	https://www.etsy.com/shop/MIKOCITY
73	DISMISSED	
74	DISMISSED	
75	OriginalDesignCrafts	https://www.etsy.com/shop/OriginalDesignCrafts
76	ParrrtyHappy	https://www.etsy.com/shop/ParrrtyHappy
77	DISMISSED	
78	Puppybuggige	https://www.etsy.com/shop/Puppybuggige
79	RussianCraftsmen	https://www.etsy.com/shop/RussianCraftsmen
80	ScissorsFabricStone	https://www.etsy.com/shop/ScissorsFabricStone
81	Skytimelines	https://www.etsy.com/shop/Skytimelines
82	SovietbooksShop	https://www.etsy.com/shop/SovietbooksShop
83	stilko	https://www.etsy.com/shop/stilko
84	EXCEPTION	
85	TheDigitalHub	https://www.etsy.com/shop/TheDigitalHub
86	TracyCraftsShop	https://www.etsy.com/shop/TracyCraftsShop